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Attorneys for Chase Bank USA, National Association

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

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In re	: Chapter 11
	:
CIRCUIT CITY STORES, INC., et al.,	: Case No. 08-35653 (KRH)
	:
Debtors.	: (Jointly Administered)
	:

**RESPONSE OF CHASE BANK, USA, NATIONAL ASSOCIATION
TO THE DEBTORS' SIXTY-SEVENTH OMNIBUS OBJECTION
TO CLAIMS (DISALLOWANCE OF (I) CERTAIN AMENDED CLAIMS;
AND (II) CERTAIN DUPLICATE CLAIMS)**

Chase Bank USA, National Association, as successor by merger with Bank One Delaware, National Association ("Chase"), hereby files this response to the *Debtors' Sixty-Seventh Omnibus Objection to Claims (Disallowance of (i) Certain Amended Claims; and (ii) Certain Duplicate Claims)* and respectfully states as follows:

Background

1. On January 30, 2009, Chase filed a timely proof of claim in the Debtors' bankruptcy case (Claim No. 9281) ("First Claim") for damages incurred in connection with a certain Consumer Credit Card Program Agreement ("Credit Card Program Agreement") to which Chase and Circuit City Stores, Inc. were parties. At the time Chase filed the First Claim, it had not yet been able to determine the full extent of its damages and therefore filed the First Claim with an unliquidated amount, reserving its right to amend the claim.

2. On April 29, 2009, Chase filed a second proof of claim against the Debtors (Claim No. 12042) alleging damages incurred in connection with the Debtors' rejection of the Credit Card Program Agreement in the amount of \$37,182,615.00 ("Second Claim"). Pursuant to the terms of the *Stipulation, Agreement and Order for the Rejection and Termination of Consumer Credit Card Program Agreement* entered by the Court on February 27, 2009 [Docket No. 2338], the Second Claim was timely filed.

3. On January 7, 2010, at the request of representatives of the Debtors to update the Second Claim, Chase filed an amendment to the Second Claim in the amount of \$33,789,082.00 (Claim No. 14787), specifically referencing the Second Claim (the "Amended Second Claim").

4. On February 19, 2010, the Debtors filed their *Sixty-Seventh Omnibus Objection to Claims (Disallowance of (i) Certain Amended Claims; and (ii) Certain Duplicate Claims)* seeking the disallowance of the Second Claim and providing for the survival of the Amended Second Claim.

Response

5. Chase does not object to the disallowance of the Second Claim pursuant to the Debtors' Sixty-Seventh Omnibus Objection, except to the extent provided herein.

6. Chase objects if the Sixty-Seventh Omnibus Objection seeks to or is interpreted to expunge, disallow, reduce in amount or otherwise affect in any manner the Amended Second Claim.

7. Chase further objects to the extent that the Sixty-Seventh Omnibus Objection seeks to alter the timeliness of the Second Claim or the Amended Second Claim, and asks that any order entered disallowing the Second Claim affirmatively deem the Amended Second Claim a timely filed claim.

WHEREFORE Chase consents to the disallowance of the Second Claim, provided that the order disallowing the Second Claim provides that the disallowance of the Second Claim is not to be interpreted to expunge, disallow, reduce in amount or otherwise affect in any manner the Amended Second Claim and that the Amended Second Claim is expressly deemed to be timely filed.

Dated: Richmond, Virginia
March 18, 2010

Respectfully submitted,
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CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury that on March 18, 2010, a true and exact copy of the foregoing was served via electronic means or by overnight delivery to the following necessary parties defined as the Core Group in the case management order entered November 13, 2008: (i) the Debtors and counsel for the Debtors, (ii) the Office of the United States Trustee for the Eastern District of Virginia, (iii) counsel to the Official Committee of Unsecured Creditors, (iv) counsel to the agents for the Debtors' pre-petition lenders, and (v) counsel to the agents for the Debtors' post-petition lenders and per the Notice of Objection, via ECF notification specifically to the following:

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Dated: Richmond, Virginia
March 18, 2010

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